

89-354
RECEIVED

NOV 08 1989

ENGINEERING CONSULTANTS
SERVICES

ECS File: JPA-89-91
Project: I-19 Patrols
Section: Tucson - Nogales

LETTER OF UNDERSTANDING

BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into 8 November, 1989,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION ("ADOT") and the STATE OF ARIZONA,
acting by and through its DEPARTMENT OF PUBLIC SAFETY, ("DPS").

I. RECITALS:

1. ADOT is empowered to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of ADOT.

2. DPS is empowered to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the DPS.

3. WHEREAS, ADOT and DPS desire to provide additional DPS
police patrols on I-19 between Tucson and Nogales for the
benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK:

1. DPS will:

a. Provide additional police patrols, to include officer and necessary equipment, on I-19 between Tucson and Nogales, to provide 24 hours per day protection, at an estimated cost of \$63,155.00 annually.

b. Invoice ADOT the actual annual cost of the patrols annually, and deposit reimbursements in accordance with ARS 35-148.

2. ADOT will:

a. Advance DPS funds in the amount of \$63,155.00 to provide funds for the first years patrol.

b. Provide appropriate road signs to advise the motoring public of the patrols.

III. MISCELLANEOUS PROVISIONS:

1. This agreement shall remain in force and effect for a period of one year, and shall be automatically renewed for subsequent periods of one year, subject to review by either agency.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

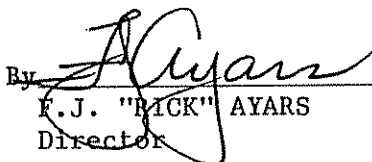
Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

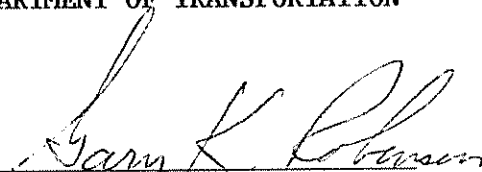
Department of Public Safety
Ass't Director Highway Patrol Bureau
PO Box 6638
Phoenix, AZ 85005-6638

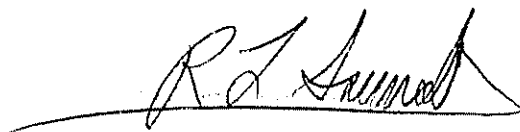
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DEPARTMENT OF PUBLIC SAFETY

DEPARTMENT OF TRANSPORTATION

By 
F.J. "RICK" AYARS
Director

By 
GARY K. ROBINSON
Chief Deputy State Engineer

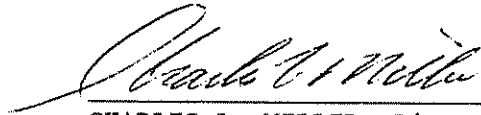


1972j
19OCT

RESOLUTION

BE IT RESOLVED on this 12th day of June 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Department of Public Safety for the purpose of funding DPS police patrols on I-19 between Tucson and Nogales.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation